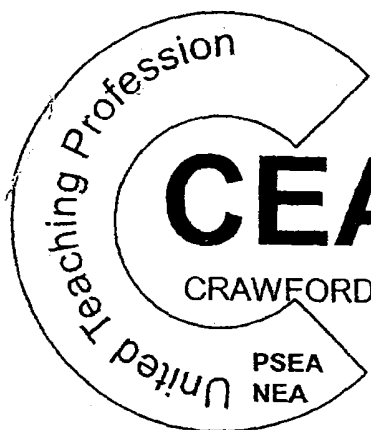


EXHIBIT 9



CEA

CRAWFORD CENTRAL EDUCATION ASSOCIATION

Constitution and Bylaws

Effective May 24, 1983

Reprinted January 2003

- SECTION 3 ABSENTEE BALLOTS: Absentee ballots shall not be permitted; a member must be physically present to vote.
- SECTION 4 COPIES TO MEMBERS: Members of the Crawford Central Education Association shall receive a copy of the proposed changes in the negotiated agreement one (1) week prior to voting. This provision shall not apply if, in the judgment of the President and the chief negotiator, it would result in (a) a delay in the opening or closing of school or (b) would adversely affect the orderly process of negotiations.

ARTICLE XIV: FINANCES

- SECTION 1 The fiscal year of the Association shall be August 1 through July 31.
- SECTION 2 Any officer and/or Chairperson appropriated an honorarium according to the adopted budget for that fiscal year will be paid one third of the approved honorarium after the first Executive Council meeting, one third of the approved honorarium after the January Executive Council meeting, and the remaining one third of the approved honorarium after the May Executive Council meeting.
- SECTION 3 All disbursements will be signed by both the President and the Treasurer

ARTICLE XV: GRIEVANCE COMMITTEE OPERATIONAL GUIDELINES FOR PROCESSING GRIEVANCES

- SECTION 1 PURPOSE: To achieve sound and fair settlement of all grievances that are of merit and to avail all eligible bargaining unit members of the rights guaranteed under contract and law.
- SECTION 2 ELIGIBILITY: All bargaining unit employees of the Crawford Central School District certified for representation by the Crawford Central Education Association PSEA/NEA.
- SECTION 3 GRIEVANCES: A grievance is defined as a claim by an employee or employees regarding the meaning, interpretation or application of any provision of the collective bargaining agreement or that the local school board or its agents have acted inequitably in the application of the terms of the collective bargaining agreement. (Article III A. a and b.)

SECTION 4 PROCEDURES

- a. Grievances shall be processed in accordance with Article III of the Crawford Central Education Association Collective Bargaining Agreement, 1983-1986.
- b. Any bargaining unit member may contact any member of the Association's Grievance Committee, directly or through their Faculty Representative, to investigate or have a grievance filed on his/her behalf and to represent him/her during the Level One procedure (Article III C 3). It is critical that no grievance be written and presented without assistance from a member of the Crawford Central Education Association Grievance Committee or their designated PSEA/NEA Staff Representative. (It is strongly recommended that all grievances have Association representation with them at all levels of the Grievance Procedure.)
- c. If the grievance is filed and proceeds to Levels One through Three (Article III C 3, 4, and 5), the grievance must be reduced to writing over the signatures of the aggrieved and/or a representative of the Association's Grievance Committee or their PSEA/NEA Staff Representative, or in the case of a group grievance, over the signature of the designated Association Representative.
- d. The CCEA Grievance Committee has sole discretion to select an advocate to represent the aggrieved at any stage of the grievance.
- e. Investigations required to properly cite violations and properly file grievances will be conducted by the CCEA Grievance Committee Representative at the request of the bargaining unit member or at the initiation of the CCEA Grievance Committee Representative and/or the Faculty Representative.
- f. If the aggrieved or the CCEA is not satisfied with the disposition of the grievance at Level Three (Article III C 5) he/she may within five (5) school days after a decision by the Board at Level Three, or twenty (20) school days after the grievance was filed at Level Three, whichever is sooner, request in writing through the CCEA Grievance Committee, that the Association submit the grievance to arbitration. The CCEA Grievance Committee shall meet and review the grievance and if it determines that the grievance is of merit and that appealing it to Level Four, Arbitration, is in the best interests of the aggrieved and/or the CCEA, the Committee shall make such recommendation to the Association Executive Committee. Further, if the Executive Committee concurs, they will submit the grievance to Level Four, Arbitration, as provided in Article III C 6 a, b and c.
- g. If the CCEA Grievance Committee determines that the grievance is not of merit and that appealing it is not in the best interests of the aggrieved and/or the Association and the Executive Committee, the same Committee will notify the aggrieved by letter of its decision not to pursue the matter to arbitration. The aggrieved has the right of appeal in accordance with Section 5, Item f, of these Guidelines
- h. Since actions must take place within specified limits as provided in the Levels of the Grievance Procedure of Article III, prompt replies are mandatory by all parties.

SECTION 5 RIGHTS OF INDIVIDUALS

- a. Article III (CCEA Contractual Agreement 1983-1986)-- Exercise of the Grievance Procedure shall not be construed to deny to any employee the right of access to the courts or to any governmental agency.
- b. Article III (CCEA Contractual Agreement 1983-1986)--Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of the existing contractual agreement, and subject to the Article III C 1, Crawford Central Education Association right to be present at all stages of the Grievance Procedure.
- c. Individuals have the right to exercise all statutory rights guaranteed under the Constitution of the United States, the Pennsylvania Labor Relations Act, Act 195, and other applicable laws.
- d. All employees have the right to ask for assistance from the CCEA Grievance Committee in detecting when a violation is suspected, and in writing, filing and processing grievances of merit.
- e. The President of the CCEA and the CCEA Grievance Committee Chairperson shall be informed by the aggrieved of any adjustments in accordance with Section 5 b of these Guidelines.
- f. If the CCEA Grievance Committee and the CCEA Executive Committee decide not to proceed with a grievance to Level Four, Arbitration, the aggrieved has three (3) days by postmark in which to appeal the action in writing to the Chairperson of the CCEA Grievance Committee and the CCEA President. The Grievance Committee and the Executive Committee must then reconsider the merits of the grievance and report the findings to the aggrieved. During reconsideration of the grievance by the CCEA Grievance Committee and CCEA Executive Committee, the aggrieved has the right to be present at the meeting to speak on his/her behalf.
- g. Should the CCEA elect not to take the grievance to arbitration, the aggrieved party may do so at his/her own cost within five (5) days of notification of the Association's decision, subject to the Article III D 1, CCEA right to be present at all stages of the Grievance Procedure.